

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL, GAS AND MINERAL LEASE

Reference is hereby made to that certain Oil, Gas and Mineral Lease (hereinafter referred to as "the Lease") dated January 26, 2007, by and between Lucena Jimenez and Bartolo Morales, a married couple, as Lessor, and Dale Property Services, L.L.C., as Lessee, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, which Lease is recorded as Document No. D207068290 of the Official Public Records of Tarrant County, Texas.

WHEREAS, Dale Property Services, L.L.C., conveyed the Lease to Chesapeake Exploration Limited Partnership by Conveyance recorded as Document No. D207221414 of the Official Public Records of Tarrant County, Texas; and

WHEREAS, Chesapeake Exploration, L.L.C. ("Chesapeake"), an Oklahoma limited liability company, is the Successor in Interest to Chesapeake Exploration Limited Partnership; and

WHEREAS, TOTAL E&P USA, INC., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the Lease by Assignment, Bill of Sale and Conveyance, recorded as Document No. D210019134 of the Official Public Records of Tarrant County, Texas; and,

WHEREAS, the aforementioned Assignees and Grantees are collectively referred to as "Lessee."

WHEREAS, the legal description on the Subject Lease mistakenly described the following tract of land:

0.368 acres of land, more or less, being a Tract out of the J.B. York Survey, Abstract 1754, more particularly described by metes and bounds in that certain deed dated October 6, 2005, From Joel L. Pena, Grantor, to Lucena Jimenez and Bartolo Morales, Grantee, as recorded in Volume 11601, Page 590, of the Deed Records, of Tarrant County, Texas.

Whereas it is the desire of Lessor and Assignee to amend the description of the Subject Lease.

FILED AS RECEIVED

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Assignee do hereby correct and amend the Subject Lease by correcting the legal description thereon as follows:

0.368 acres of land, more or less, being a Tract out of the J.B. York Survey, Abstract 1754, more particularly described by metes and bounds in that certain Warranty Deed with Vendor's Lien dated October 6, 2005, From Joel L. Pena, Grantor, to Lucena Jimenez and Bartolo Morales, Grantee, as recorded as Document No. D205307360, of the Deed Records, of Tarrant County, Texas.

FURTHERMORE, Lessor does hereby grant, demise, lease and let unto Assignee the acreage as described above, as corrected, subject to and in accordance with all of the terms and provisions of the Subject Lease.

It is understood and agreed by all parties hereto that in all other respects, the Subject Lease and the prior provisions thereto, shall remain in full force and effect and each of the undersigned does hereby ratify and confirm the Subject Lease, as hereby amended.

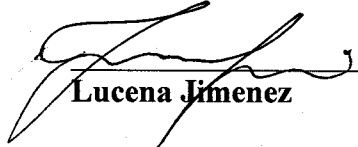
This Amendment to Oil, Gas and Mineral Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, this instrument is dated and made effective as of the date of the Subject Lease as set forth above.

Executed this 17 day of December, 2010, but for all purposes, to be effective as of the 26th day of January 2007.

LESSOR:



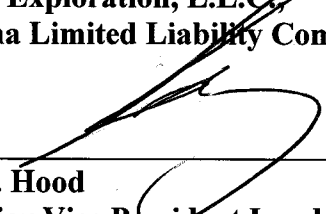
Lucena Jimenez

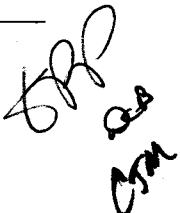
LESSOR:

Bartolo Morales

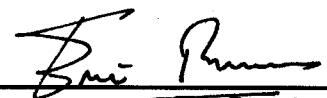

LESSEE:

Chesapeake Exploration, L.L.C.
an Oklahoma Limited Liability Company

By: 
Henry J. Hood
Its: Senior Vice President Land
and Legal & General Counsel



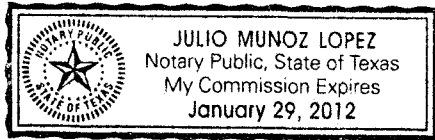
TOTAL E&P USA, INC.

By: 
Name: Eric Bonnin
Title: Vice President, Business Development & Strategy 

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 17 day of
December, 2010, by Lucena Jimenez, a married couple.



[Signature]
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of
_____, _____, by Bartolo Morales, a married couple.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

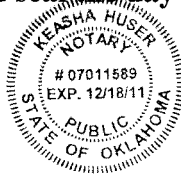
STATE OF OKLAHOMA

§
§
§

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this 1st day of January, 2011, by Henry J. Hood, as the Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.



Keasha Huser

Notary Public, State of Oklahoma

Notary's name (printed):

Notary's commission expires:

STATE OF TEXAS

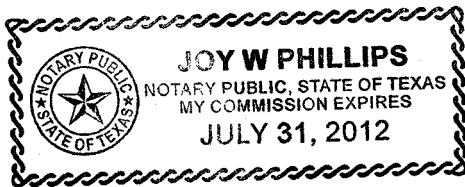
)

COUNTY OF Harris

) §:

)

The foregoing instrument was acknowledged before me this 28th day of January, 2011, by Eric Bonnin, as Vice President, Business Development & Strategy of TOTAL E&P, USA, Inc., a Delaware corporation, as the act and deed and on behalf of such corporation.



[SEAL]

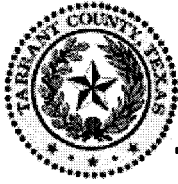
Joy W Phillips
Notary Public

PLEASE RETURN TO:

Randie Lewis, Curative
Dale Property Services, L.L.C.
500 Taylor St., Suite 600
Annex Building
Fort Worth, TX 76102
Kimbo Unit

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE PROPERTY SERVICES
500 TAYLOR ST STE 600
RANDIE LEWIS
FORT WORTH, TX 76102

Submitter: DALE PROPERTY SERVICES
LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 3/8/2011 1:46 PM

Instrument #: D211055331

LSE

6

PGS

\$32.00

By: _____

Mary Louise Garcia

D211055331

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES